

LIMITED IN-PERSON ATTENDANCE PERMITTED

Due to the Novel Coronavirus pandemic and the ongoing state of emergency, in-person attendance at this Council meeting by members of the general public will be limited. Attendance will be limited to twenty percent of the stated maximum occupancy, which equates to thirty-four (34) persons (including Council members, other elected officials, and staff). Attendees will be required to sit in designated seats, appropriately spaced. In-person attendance will be allowed on a "first-come" basis.

Additionally, to ensure the meeting otherwise remains open to the public, we will continue to broadcast it live on the County's YouTube channel, which can be found via the County's website at Oconeesc.com. Further, the public may call in and listen by dialing **888-475-4499 OR 877-853-5257** and entering meeting ID # **839 4962 8164**. And, individuals parked in close proximity to Council Chambers may listen to the meeting on FM 92.3.



A G E N D A

OCONEE COUNTY COUNCIL MEETING

December 1, 2020

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session

[Limited to a total of forty (40) minutes, four (4) minutes per person.]

If you are not able to attend in person and you have a comment, you may submit it by contacting our Clerk to Council, Katie Smith at ksmith@oconeesc.com or 864-718-1023, so that she may receive your comment and read it into the record.

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- October 20, 2020 Regular Minutes *[minutes were approved at the 11.17.2020 meeting]*
Corrected date for approval of minutes: November 17, 2020

Administrator Comments

Attorney Comments

Proclamation 2020-11

- Proclamation 2020-11** Honoring the Seneca High School Girls' Cross-Country Team

COUNCIL MEMBERS

Julian Davis, III, Chairman, District IV Paul Cain, Vice-Chair, District III
John Elliott, Chair Pro Tem, District I Wayne McCall, District II
Glenn Hart, District V

Public Hearings for the Following Ordinances

Ordinance 2020-20 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BASF CORPORATION; THE GRANTING OF A SPECIAL SOURCE CREDIT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES.”

Third Reading of the Following Ordinances

Ordinance 2020-20 [see caption above]

Second Reading of the Following Ordinances

Ordinance 2020-21 “AN ORDINANCE AUTHORIZING AND APPROVING (1) THE DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (FRIENDSHIP COURT PROPERTY) PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH ANDERSON COUNTY (THE "PARK") SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN ANDERSON COUNTY AND TO INCLUDE THE AFOREMENTIONED PROJECT; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH ANDERSON COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND (4) OTHER MATTERS RELATED THERETO.”

First Reading of the Following Ordinances

Ordinance 2020-23 “AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO THE CITY OF SENECA AT THE SENECA RAIL PARK FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND OPERATING PIPELINES, MANHOLES, AND RELATED ITEMS FOR THE PURPOSE OF CONVEYING POTABLE WATER, OR SANITARY SEWAGE / INDUSTRIAL WASTE; AND OTHER MATTERS RELATED THERETO.”

First & Only Reading of the Following Ordinance

Ordinance 2020-22 (E) “AN EMERGENCY ORDINANCE REQUIRING INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN FACILITIES OWNED OR OPERATED BY OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.”

First & Final Reading for the Following Resolutions

[None Scheduled]

Discussion Regarding Action Items

[None Scheduled]

COUNCIL MEMBERS

Julian Davis, III, Chairman, District IV Paul Cain, Vice-Chair, District III
John Elliott, Chair Pro Tem, District 1 Wayne McCall, District II
Glenn Hart, District V

Council Committee Reports

Law Enforcement, Public Safety, Health & Welfare / Mr. McCall.....[11.17.2020]
Planning & Economic Development / Mr. Cain.....[11.17.2020]

Board & Commission Appointments (IF ANY) [Seats listed are all co-terminus seats]

- *Building Codes Appeal Board.....1 At Large Seat
- *Board of Zoning Appeals.....District 5
- *Conservation Bank Board.....District 5 & 1 At Large Seat
- *Arts & Historical Commission.....District 4
- *Agricultural Advisory Board.....District 4
- *Library Board.....1 At Large Seat

*No questionnaires on file for the seats listed above

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] Discussion regarding an Economic Development matter, Project Rise.

[2] Discussion regarding an Economic Development matter, Project Rosin.

Adjourn

COUNCIL MEMBERS

Julian Davis, III, Chairman, District IV Paul Cain, Vice-Chair, District III
John Elliott, Chair Pro Tem, District 1 Wayne McCall, District II
Glenn Hart, District V

OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
 - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
 - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
 - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
 - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
 - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
 - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
 - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2020-11**

**A PROCLAMATION HONORING THE SENECA HIGH SCHOOL GIRLS'
CROSS-COUNTRY TEAM AS STATE CHAMPIONS**

WHEREAS, the Oconee County Council (the "Council") acknowledges that sports and other recreational activities are beneficial for the health, general welfare, and overall sense of community of Oconee County citizens; and

WHEREAS, the SC High School League 3A Cross-Country State Qualifiers were run Friday, October 30, 2020 in Columbia; and

WHEREAS, the 2-time defending state champion Seneca High School Girls' Cross-Country team has realized an exceptional accomplishment in winning the 2020 3A "Even" race; and

WHEREAS, Council wishes to recognize Carson Towe, Lexie Ransom, Nicole Feagan, Micayla Collins, Ava Nimmons, Averi Shuey, and Syndey Doyle and the hard work and dedication displayed by the Seneca High School Girls' Cross-Country team for their athletic achievement.

NOW, THEREFORE, we, the Oconee County Council, extend our congratulations to the athletes and coaches of the Seneca High School Girls' Cross-Country team for their outstanding performance in the 2020 South Carolina State 3A Championship meet.

APPROVED AND ADOPTED this 17th day of November, 2020.

OCONEE COUNTY, SOUTH CAROLINA

Julian Davis, III
Chair, Oconee County Council

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2020-20**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BASF CORPORATION; THE GRANTING OF A SPECIAL SOURCE CREDIT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, the County and BASF have previously entered into a Fee Agreement dated as of June 1, 2016 (the "Fee Agreement") and pursuant to the Act such Fee Agreement may be amended and extended upon the consent of the County and the Company (hereinbelow defined); and

WHEREAS, BASF, a company duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and an Amended and Restated Fee Agreement (the "Amended Agreement") pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or building improvements, and machinery, apparatus, and equipment, for the purpose of the development of a manufacturing facility (the "Project") in which the anticipated level of new taxable investment will be a minimum of Forty Million Dollars (\$40,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Amended Agreement; and

WHEREAS, the Company has requested that the County provide a special source credit of sixty-five percent (65%) of the Company's fee in lieu of tax liability for the Project in the Park (as defined herein) for a term through the property tax year ending December 31, 2036 (the "SSC") based upon the Company's agreement to invest in new, taxable property in the Project equaling or exceeding \$40,000,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment,

which new investment will be maintained for not less than ten (10) years, with not less than Twenty Million Dollars (\$20,000,000), without regard to depreciation, in taxable value, of that new investment being maintained for the remaining term of the Amended Agreement.

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and an Amended Agreement and to that end has, by its Resolution adopted on September 1, 2020, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Amended Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Amended Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the Company is located within an existing multi-county industrial/business park with Pickens County pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park").

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. (a) In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a manufacturing facility, the execution and delivery of an Amended Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the County agrees to provide an SSC of sixty five percent (65%) of the Company's fee in lieu of tax liability for the Project in the Park for a term through the property tax year ending December 31, 2036, provided the Company agrees to invest not less than Forty Million Dollars (\$40,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5th) year after the year of execution of the Amended Agreement, which new investment will be maintained for not less than ten (10) years, with not less than Twenty Million Dollars (\$20,000,000) of the new investment being maintained for the remaining term of the Amended Agreement.

Section 2. Based solely upon representations of the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Amended Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Agreement in the name and on behalf of the County, and thereupon to cause the Amended Agreement to be delivered to the Company. The Amended Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amended Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Agreement and the performance of all obligations of the County under and pursuant to the Amended Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Amended Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this 1st day of December, 2020

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis III, Chairman
Oconee County Council

ATTEST:

By: _____
Katie Smith, Clerk to Council
Oconee County Council

First Reading: October 20, 2020
Second Reading: November 17, 2020
Public Hearing: December 1, 2020
Third Reading: December 1, 2020

AMENDED AND RESTATED FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

**BASF CORPORATION,
A Delaware Corporation**

Dated as of December [], 2020

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to this Amended and Restated Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act, and provides copies of all such filings to the County.

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Oconee County, South Carolina

AMENDED FEE AGREEMENT

THIS AMENDED AND RESTATED FEE AGREEMENT (the "Amended Agreement" or "this Agreement") is made and entered into as of November 1, 2020, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and BASF Corporation (the "Company"), incorporated and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into, amend and/or extend a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to a fee in lieu of tax agreement between the Company and the County dated as of June 1, 2016 (the "Fee Agreement"), the Company has, on or before December 31, 2019, invested in excess of \$74,000,000 ("Current Investment"). The Fee Agreement includes a fixed millage rate for the term of the Fee Agreement of 215 mills. The Company is desirous of keeping the rate of 215 mills.

Pursuant to an Inducement Resolution adopted by the County on September 1, 2020, the Company has agreed to expand and equip by purchase, construction, lease-purchase, lease or otherwise, the Company's existing precious metal refining facility (the "Facility") which is located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an additional new taxable investment of at least \$40,000,000 in the County within five (5) years from the end of the Company tax year in which this Agreement is executed, and the \$40,000,000 level of investment in Economic Development Property (hereinafter defined) shall be maintained for the initial ten (10) years of the Amended Agreement, without regard to depreciation and a \$20,000,000 level of investment in Economic Development Property, without regard to depreciation, shall be maintained for the remaining ten (10) years of the initial term of the Fee Agreement, all being maintained in accordance with the Act.

Pursuant to an Ordinance enacted on December [], 2020 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to enter into this Amended Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

For purposes of determining compliance with respect to any investment requirements of this Amended Agreement, the Company and the County do not intend for the Current Investment to be taken into consideration.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean the President of the Company or any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary, or senior personnel so designated by an officer of the corporation as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary or senior personnel so designated by an officer of the corporation.

Such certificates may designate an alternate or alternates and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

"Authorized County Representative" shall mean the Administrator of the County or his/her designee as evidenced by a written certificate of the County Administrator (hereinafter defined).

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.

"Company" shall mean BASF Corporation, a corporation incorporated under the laws of the State of Delaware and duly qualified to transact business in the State.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Administrator" shall mean the Administrator of Oconee County, South Carolina.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project,

or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of tangible Real Property, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures of the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment, furniture and fixtures constitute Economic Development Property and thus become a part of the Project under this Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.13 of Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by, leased by or on behalf of the Company for the Project.

"Fee Agreement" and Amended Agreement shall have the meaning hereinabove assigned to each.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Agreement until the last Phase Termination Date unless sooner terminated pursuant to the terms of this Agreement.

"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County for the Project in the Park pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Agreement.

"Inducement Resolution" shall mean the resolution of the County Council adopted on September 1, 2020, authorizing the County to enter into this Agreement.

"Investment Period" shall mean the period commencing January 1, 2020, and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Agreement is executed since the minimum statutory investment has heretofore been made within the statutory period, which is December 31, 2025.

"Minimum Investment" shall mean that the Company shall invest in Economic Development Property under and pursuant to this Agreement not less than Forty Million Dollars (\$40,000,000) in qualifying, new taxable investment in the Project by the end of the fifth (5th) year after the year of execution of this Agreement, and that the \$40,000,000 of investment shall be maintained for the initial ten (10) years of the this Agreement, without regard to depreciation and \$20,000,000 of that investment, without regard to depreciation, shall be maintained for the remaining ten (10) years of this Agreement, all being made and maintained in accordance with the Act.

"Park" shall mean the industrial and business park created by the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for the Park between the County and Pickens County dated January 16, 2007, as amended from time to time.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2045, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the County Council and reduced to writing.

"Project" shall mean the Improvements and Equipment, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and any Real Property which qualifies as Economic Development Property under the Act and becomes part of the Project pursuant to the provisions of this Agreement. The Project involves an initial investment of sufficient sums to qualify as a Project under the Act.

"Real Property" shall mean the real property described in Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto and at which the Improvements and Equipment that comprises part of the Project under the terms of this Agreement is located, as well as any real property which, itself, qualifies as part of the Project, as set forth herein.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of this Agreement:

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.4 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"Special Source Revenue Credit" shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4-1-175 of the Code and Section 4.18 hereof.

Any reference to any agreement or document in this Article I or otherwise in this Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to

carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of precious metal refining facility and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility and Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$40,000,000 in qualifying new taxable investment in eligible, Economic Development Property in the County within five (5) years of the end of the Company tax year in which this Agreement is executed. The Company understands that the Company must invest not less than Forty Million Dollars (\$40,000,000) in Economic Development Property, subject to the fee in the Project by the end of the fifth succeeding tax year following the tax year of the execution of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Special Source Revenue Credit, as though the Minimum Investment requirements of the Act had not been met.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2025. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

Section 3.3. Filings

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, the Company shall provide the Oconee County Auditor with a list of all Economic Development Property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor copies of all annual filings made with the South Carolina Department of Revenue and Taxation with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Assessor and the South Carolina Department of Revenue and Taxation within thirty (30) days after the date of execution and delivery hereof.

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue and Taxation, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax and

any other amounts due hereunder to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax ("FILOT") arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(e), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2025, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1:** Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of

the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3:** Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site pursuant to the Fee Agreement, which the parties acknowledge to be 215 mils (which millage rate shall remain fixed for the term of this Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19th) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$40,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2025, at the Project in the Park by that date, then beginning with the next payment due, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property,

but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project, from and after January 1, 2020, through and including December 31, 2025, using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project, from and after January 1, 2020, through and including December 31, 2025. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act and shall be due no more than 60 days after the date on which *ad valorem* taxes would be due without penalty for the tax year ending December 31, 2025. Further, in the event, thereafter, that the Current Investment in the Project, without regard to depreciation falls below \$40,000,000, during the first ten (10) years that this Agreement is in effect, or below \$20,000,000 of the minimum new investment of \$40,000,000, without regard to depreciation, then during the second ten (10) years that this Fee Agreement is in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company from such respective point on, for the duration of this Fee Agreement shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and Special Source Revenue Credit will be terminated at that point at which the investment in the Project, without regard to depreciation, falls below such \$40,000,000 or \$20,000,000, respectively.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 **Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.**

In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

Section 4.5 **Place and Allocation of Payments in Lieu of Taxes.** The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.6 **Removal of Equipment.** Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii)

hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7 Damage or Destruction of Project.

(a) **Election to Terminate.** In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) **Election to Rebuild.** In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) **Election to Remove.** In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.4 hereof.

Section 4.8 Condemnation.

(a) **Complete Taking.** If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Real Property shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the

Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.10 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the Indemnified Parties.

Section 4.11 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law or pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; and, the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.13 Events of Default. In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.13 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied.

Section 4.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement or Special Source Revenue Credit or both; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

Section 4.15 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.16 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County. In addition to the generality of the foregoing, the Company shall pay the County's legal fees incurred with the preparation of this Amended Agreement and related documents, various conferences with County staff and counsel to the Company, and any attendance at County meetings, and other related matters, in an amount not to exceed \$3,500. Such amount shall be paid within 60 days of the Company counsel's receipt of an invoice for legal fees, which shall contain a basic, general (non-privileged) description of the services performed but need not include individual time entries and descriptions.

Further, this Section 4.16 shall in no way limit any rights of the County as contained in any other provision hereof.

Section 4.17 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.18 Special Source Revenue Credit. The County agrees that the Company shall be entitled to a Special Source Revenue Credit, to be taken as a set off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, through the property tax year ending December 31, 2036, in an annual amount equal to Sixty five (65%) percent of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park, but not to exceed the actual cost of the Infrastructure, totally or in any given year. Provided, the Company agrees to and does invest not less than Forty Million Dollars (\$40,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5th) year after the end of the tax year of execution of the Amended Agreement, which is December 31, 2025, which investment by the Company will be maintained for not less than ten (10) years, with not less than Twenty Million Dollars (\$20,000,000) of that new investment being maintained for the remaining term of the Amended Agreement.

The Special Source Revenue Credit may be taken by the Company only to the extent that the Company has invested in qualifying improvements (“Qualified Improvements”) as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements in which the Company has invested. Based on this certification, the Treasurer of the

County shall display and subtract the Special Source Revenue Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Special Source Revenue Credit as set forth above. At no time shall the aggregate of Special Source Revenue Credit received by the Company exceed the certified amount of Qualified Improvements. Should the Company fail to maintain the levels of investment in Economic Development Property, without regard to depreciation as described in Section 4.2 hereof during the term of this Agreement, the Company shall lose the benefit of any Special Source Revenue Credit granted pursuant to this Section 4.18 from the point at which such failure occurs and going forward and shall be required to repay a pro rata amount of any Special Source Revenue Credit received by the Company based on the percentage of the actual investment in Economic Development Property made or maintained, as applicable, by the Company compared to the \$40,000,000 or \$20,000,000, respectively, as provided in Section 4.2 hereof. Any amounts determined owing pursuant to the foregoing Section 4.18 hereof shall be subject to interest as provided in the Act and shall be due no more than 60 days after the date on which *ad valorem* taxes would be due without penalty for the tax year having most ended on the most recent December 31.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Oconee County, South Carolina
415 South Pine Street

Prepared by J. Wesley Crum, III P.A.

Walhalla, South Carolina 29691
Attention: County Administrator

WITH A COPY OF:
(does not constitute notice)

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Attorney

AS TO THE COMPANY:

BASF CORPORATION
554 Engelhard Drive
Seneca, South Carolina 29679

WITH A COPY TO:

BASF CORPORATION
100 Campus Drive
Florham Park, New Jersey 07932
Attention: Tax Department

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, and except for payment of the fees in lieu of taxes under Section 4.1, hereof, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis III, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Katie Smith, Clerk to Council
Oconee County Council

BASF CORPORATION,
a Delaware Corporation

By: _____
Anthony S. Germinario
Its: Assistant Secretary

**EXHIBIT A
BASF CORPORATION PROPERTY**

This being the same property acquired by Engelhard Corporation (now known as BASF Corporation) by deed recorded in Deed Book 422 at page 217 and shown on the sketch attached hereto.

All that certain piece, parcel or tract of land situate, lying and being in Reedy Fork School District, Oconee County, South Carolina containing 93.00 acres as shown on plat of Michael L. Henderson, RLS dated May 27, 1985, and recorded in Plat Book P-51 at page 80.



Ordinance 2020-20
Amended and Restated Fee
Agreement contains
highlights for changes being
proposed

AMENDED AND RESTATED FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

BASF CORPORATION,
A Delaware Corporation

Dated as of December 1, 2020

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to this Amended and Restated Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act, and provides copies of all such filings to the County.

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Oconee County, South Carolina

AMENDED FEE AGREEMENT

THIS AMENDED AND RESTATED FEE AGREEMENT (the "Amended Agreement" or "this Agreement") is made and entered into as of November 1, 2020, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and BASF Corporation (the "Company"), incorporated and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into, amend and/or extend a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to a fee in lieu of tax agreement between the Company and the County dated as of June 1, 2016 (the "Fee Agreement"), the Company has, on or before December 31, 2019, invested in excess of \$74,000,000 ("Current Investment"). The Fee Agreement includes a fixed millage rate for the term of the Fee Agreement of 215 mils. The Company is desirous of keeping the rate of 215 mils.

Pursuant to an Inducement Resolution adopted by the County on September 1, 2020, the Company has agreed to expand and equip by purchase, construction, lease-purchase, lease or otherwise, the Company's existing precious metal refining facility (the "Facility") which is located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an additional new taxable investment of at least \$40,000,000 in the County within five (5) years from the end of the Company tax year in which this Agreement is executed, and the \$40,000,000 level of investment in Economic Development Property (hereinafter defined) shall be maintained for the initial ten (10) years of the Amended Agreement, without regard to depreciation and a \$20,000,000 level of investment in Economic Development Property, without regard to depreciation, shall be maintained for the remaining ten (10) years of the initial term of the Fee Agreement, all being maintained in accordance with the Act.

Pursuant to an Ordinance enacted on December [], 2020 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to enter into this Amended Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

For purposes of determining compliance with respect to any investment requirements of this Amended Agreement, the Company and the County do not intend for the Current Investment to be taken into consideration.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean the President of the Company or any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary, or senior personnel so designated by an officer of the corporation as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary or senior personnel so designated by an officer of the corporation.

Such certificates may designate an alternate or alternates and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

“Authorized County Representative” shall mean the Administrator of the County or his/her designee as evidenced by a written certificate of the County Administrator (hereinafter defined).

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.

"Company" shall mean BASF Corporation, a corporation incorporated under the laws of the State of Delaware and duly qualified to transact business in the State.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Administrator of Oconee County, South Carolina.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project,

or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of tangible Real Property, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures of the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment, furniture and fixtures constitute Economic Development Property and thus become a part of the Project under this Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.13 of Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by, leased by or on behalf of the Company for the Project.

"Fee Agreement" and Amended Agreement shall have the meaning hereinabove assigned to each.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Agreement until the last Phase Termination Date unless sooner terminated pursuant to the terms of this Agreement.

"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County for the Project in the Park pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Agreement.

"Inducement Resolution" shall mean the resolution of the County Council adopted on September 1, 2020, authorizing the County to enter into this Agreement.

"Investment Period" shall mean the period commencing January 1, 2020, and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Agreement is executed since the minimum statutory investment has heretofore been made within the statutory period, which is December 31, 2025.

"Minimum Investment" shall mean that the Company shall invest in Economic Development Property under and pursuant to this Agreement not less than Forty Million Dollars (\$40,000,000) in qualifying, new taxable investment in the Project by the end of the fifth (5th) year after the year of execution of this Agreement, and that the \$40,000,000 of investment shall be maintained for the initial ten (10) years of the this Agreement, without regard to depreciation and \$20,000,000 of that investment, without regard to depreciation, shall be maintained for the remaining ten (10) years of this Agreement, all being made and maintained in accordance with the Act.

"Park" shall mean the industrial and business park created by the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for the Park between the County and Pickens County dated January 16, 2007, as amended from time to time.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2045, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the County Council and reduced to writing.

"Project" shall mean the Improvements and Equipment, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and any Real Property which qualifies as Economic Development Property under the Act and becomes part of the Project pursuant to the provisions of this Agreement. The Project involves an initial investment of sufficient sums to qualify as a Project under the Act.

"Real Property" shall mean the real property described in Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto and at which the Improvements and Equipment that comprises part of the Project under the terms of this Agreement is located, as well as any real property which, itself, qualifies as part of the Project, as set forth herein.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of this Agreement:

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.4 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Special Source Revenue Credit” shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4-1-175 of the Code and Section 4.18 hereof.

Any reference to any agreement or document in this Article I or otherwise in this Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to

carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of precious metal refining facility and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility and Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$40,000,000 in qualifying new taxable investment in eligible, Economic Development Property in the County within five (5) years of the end of the Company tax year in which this Agreement is executed. The Company understands that the Company must invest not less than Forty Million Dollars (\$40,000,000) in Economic Development Property, subject to the fee in the Project by the end of the fifth succeeding tax year following the tax year of the execution of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Special Source Revenue Credit, as though the Minimum Investment requirements of the Act had not been met.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2025. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

Section 3.3. Filings

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, the Company shall provide the Oconee County Auditor with a list of all Economic Development Property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor copies of all annual filings made with the South Carolina Department of Revenue and Taxation with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Assessor and the South Carolina Department of Revenue and Taxation within thirty (30) days after the date of execution and delivery hereof.

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue and Taxation, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax and

any other amounts due hereunder to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax (“FILOT”) arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(e), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2025, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of

the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site pursuant to the Fee Agreement, which the parties acknowledge to be 215 mils (which millage rate shall remain fixed for the term of this Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19th) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$40,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2025, at the Project in the Park by that date, then beginning with the next payment due, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property,

but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project, from and after January 1, 2020, through and including December 31, 2025, using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project, from and after January 1, 2020, through and including December 31, 2025. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act and shall be due no more than 60 days after the date on which *ad valorem* taxes would be due without penalty for the tax year ending December 31, 2025. Further, in the event, thereafter, that the Current Investment in the Project, without regard to depreciation falls below \$40,000,000, during the first ten (10) years that this Agreement is in effect, or below \$20,000,000 of the minimum new investment of \$40,000,000, without regard to depreciation, then during the second ten (10) years that this Fee Agreement is in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company from such respective point on, for the duration of this Fee Agreement shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and Special Source Revenue Credit will be terminated at that point at which the investment in the Project, without regard to depreciation, falls below such \$40,000,000 or \$20,000,000, respectively.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.

In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii)

hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.4 hereof.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Real Property shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the

Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.10 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the Indemnified Parties.

Section 4.11 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law or pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; and, the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.13 Events of Default. In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.13 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied.

Section 4.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement or Special Source Revenue Credit or both; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

Section 4.15 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.16 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County. In addition to the generality of the foregoing, the Company shall pay the County's legal fees incurred with the preparation of this Amended Agreement and related documents, various conferences with County staff and counsel to the Company, and any attendance at County meetings, and other related matters, in an amount not to exceed \$3,500. Such amount shall be paid within 60 days of the Company counsel's receipt of an invoice for legal fees, which shall contain a basic, general (non-privileged) description of the services performed but need not include individual time entries and descriptions.

Further, this Section 4.16 shall in no way limit any rights of the County as contained in any other provision hereof.

Section 4.17 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.18 Special Source Revenue Credit. The County agrees that the Company shall be entitled to a Special Source Revenue Credit, to be taken as a set off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, through the property tax year ending December 31, 2036, in an annual amount equal to Sixty five (65%) percent of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park, but not to exceed the actual cost of the Infrastructure, totally or in any given year. Provided, the Company agrees to and does invest not less than Forty Million Dollars (\$40,000,000) in new, qualifying, taxable investment, **without regard to depreciation**, in the County by the end of the fifth (5th) year after the end of the tax year of execution of the Amended Agreement, which is December 31, 2025, which investment by the Company will be maintained for not less than ten (10) years, with not less than Twenty Million Dollars (\$20,000,000) of that new investment, **without regard to depreciation**, being maintained for the remaining term of the Amended Agreement. **The taxable investment requirements for the Special Source Revenue Credit pursuant to the Fee Agreement shall also be determined without regard to depreciation.**

The Special Source Revenue Credit may be taken by the Company only to the extent that the Company has invested in qualifying improvements (“Qualified Improvements”) as defined in Section

12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements in which the Company has invested. Based on this certification, the Treasurer of the County shall display and subtract the Special Source Revenue Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Special Source Revenue Credit as set forth above. At no time shall the aggregate of Special Source Revenue Credit received by the Company exceed the certified amount of Qualified Improvements. Should the Company fail to maintain the levels of investment in Economic Development Property, without regard to depreciation as described in Section 4.2 hereof during the term of this Agreement, the Company shall lose the benefit of any Special Source Revenue Credit granted pursuant to this Section 4.18 from the point at which such failure occurs and going forward and shall be required to repay a pro rata amount of any Special Source Revenue Credit received by the Company based on the percentage of the actual investment in Economic Development Property made or maintained, as applicable, by the Company compared to the \$40,000,000 or \$20,000,000, respectively, as provided in Section 4.2 hereof. Any amounts determined owing pursuant to the foregoing Section 4.18 hereof shall be subject to interest as provided in the Act and shall be due no more than 60 days after the date on which *ad valorem* taxes would be due without penalty for the tax year having most ended on the most recent December 31.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously

connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, and except for payment of the fees in lieu of taxes under Section 4.1, hereof, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents,

freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis III, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Katie Smith, Clerk to Council
Oconee County Council

BASF CORPORATION,
a Delaware Corporation

By: _____
Anthony S. Germinario
Its: Assistant Secretary

EXHIBIT A
BASF CORPORATION PROPERTY

This being the same property acquired by Engelhard Corporation (now known as BASF Corporation) by deed recorded in Deed Book 422 at page 217 and shown on the sketch attached hereto.

All that certain piece, parcel or tract of land situate, lying and being in Reedy Fork School District, Oconee County, South Carolina containing 93.00 acres as shown on plat of Michael L. Henderson, RLS dated May 27, 1985, and recorded in Plat Book P-51 at page 80.

by reference as if the Friendship Court Multi-County Park Agreement were set out in this Ordinance in its entirety. The County Administrator of Oconee County is hereby authorized, directed, and empowered to execute the Friendship Court Multi-County Park Agreement in the name and on behalf of Oconee County; the Clerk to Oconee County Council is hereby authorized, directed, and empowered to attest the same; and the County Administrator of Oconee County is further authorized, directed, and empowered to deliver the Friendship Court Multi-County Park Agreement to Anderson County.

The Friendship Court Multi-County Park Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Oconee County thereunder and as shall be approved by the officials of Oconee County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Friendship Court Multi-County Park Agreement now before this meeting.

The County Administrator of Oconee County and the Clerk to the Oconee County Council, for and on behalf of Oconee County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the development of the Friendship Court Multi-County Park and the performance of all obligations of Oconee County under and pursuant to the Friendship Court Multi-County Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 2. Payment of Fee in Lieu of Tax. The businesses and industries located in the Friendship Court Multi-County Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Friendship Court Multi-County Park Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Anderson County. That portion of the fee allocated pursuant to the Friendship Court Multi-County Park Agreement to Oconee County shall, upon receipt by the Treasurer of Anderson County, be paid to the Treasurer of Oconee County in accordance with the terms of the Friendship Court Multi-County Park Agreement. Payments of fees in lieu of *ad valorem* taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Anderson County and Oconee County, acting by and through their respective treasurers, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes. Nothing herein shall be construed to prohibit Oconee County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision in South Carolina law.

The provisions of Section 12-2-90 of the Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 3. Sharing of Expenses and Revenues. Sharing of expenses and revenues of the Friendship Court Multi-County Park by Anderson County and Oconee County shall be as set forth in the Friendship Court Multi-County Park Agreement.

Section 4. **Distribution of Revenues within Anderson County.** Revenues generated from industries and businesses in Anderson County located in the Friendship Court Multi-County Park and received by Oconee County shall be retained by Oconee County.

Section 5. **Governing Laws and Regulations.** The ordinances of Anderson County, as applicable, concerning zoning, health and safety regulations, and building code requirements will apply for the entire Friendship Court Multi-County Park.

Section 6. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Friendship Court Multi-County Park properties is vested with the Sheriff's Department of Anderson County. If any of the Friendship Court Multi-County Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 7. **Conflicting Provisions.** To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Oconee County Code or other Oconee County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. **Severability.** If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 9. **Effectiveness.** This Ordinance shall be effective upon third and final reading.

[End of Ordinance - Signature page to follow]

Enacted and approved, in meeting duly assembled, this _____ day of _____, 2020

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis III, Chairman
Oconee County Council

ATTEST:

By: _____
Katie Smith, Clerk to Council
Oconee County Council

First Reading: November 17, 2020
Second Reading: December 1, 2020
Public Hearing: _____, 2020
Third Reading: _____, 2020

Exhibit A
Description of Friendship Court Property

That certain property located at 719 W. Mauldin Street, Anderson, SC, Tax Map Number 123-18-03-001-000, more particularly described as follows:

All those two certain parcels or tracts of land situate, lying and being in the State of South Carolina, County of Anderson, City of Anderson, having frontage on Mauldin Street, West End Avenue, Lee Street, Second Avenue and Third Avenue and being shown on that plat by Farmer & Simpson Engineers dated August 31, 1971 and entitled "Mauldin Street Apt's., Anderson, S. C.", Project No. 054-35076 NP SUP, which plat is of record in the Office of Clerk of Court for Anderson County in [Plat Book 71 at page 294](#). The said two tracts are intersected by and separated by Third Avenue and according to said plat, each tract may be more particularly described as follows:

1. BEGINNING at iron pin at the edge of the right-of-way at the intersection point of Lee Street and Second Avenue on the Northeastern side of such intersection, which iron pin marks the southwestern corner of this tract, thence N 7-29 W 698.1' along the right-of-way of Second Avenue to iron pin corner; thence N 34-31 E 74.7' along the right-of-way at the intersection of Second Avenue and Mauldin Street to iron pin corner; thence N 71-48 E 150.1' along the right-of-way of Mauldin Street to iron pin corner; thence S 7-20 E 778.9' along the right of way of Third Avenue to iron pin corner; thence S 81-43 W 195.5' along the right-of-way of Lee Street to iron pin of beginning corner. The afore-described tract is bound on the south by Lee Street; on the west by Second Avenue; on the north by Mauldin Street and on the east by Third Avenue.
2. BEGINNING at iron pin at the edge of the right-of-way at the intersection point of Lee Street and Third Avenue on the Northeastern side of such intersection, which iron pin marks the southwestern corner of this tract, thence N 7-37 W 502.9' along the right-of-way of Third Avenue to iron pin corner; thence N 77-59 E 79.2' to iron pin corner; thence S 7-33 E 85.8' to iron pin corner; thence N 51-13 E 86.8' to iron pin corner on the right-of-way for West End Avenue; thence S 38-35 E 120.0' along the right-of-way for West End Avenue to iron pin corner; thence S 51-25 W 158.7' to iron pin corner; thence S 7-33 E 70.0' to iron pin corner; thence N 84-48 E 57.3' to iron pin; thence N 84-48 E 52.0' to iron pin corner; thence S 38-35 E 60.0' to iron pin corner; thence N 51-25 E 103.5' to iron pin corner on the right-of-way of West End Avenue; thence S 38-35 E 120.0' along the right-of-way of West End Avenue to iron pin corner; thence S 51-25 W 103.5' to iron pin corner; thence N 38-35 W 44.5' to iron pin corner; thence S 8-40 E 90.5' to iron pin corner on the right-of-way of Lee Street; thence S 81-43 W 258.7' to iron pin of beginning corner. The said tract is bound on the South by Lee Street and property of Wells, on the West by Third Avenue; on the north by property of Nell Townsend Presbyterian Church; on the east by property of Nell Townsend Presbyterian Church, West End Avenue, property of Payne and property of Wells.

STATE OF SOUTH CAROLINA)	AGREEMENT FOR DEVELOPMENT OF
)	JOINT COUNTY INDUSTRIAL AND
)	BUSINESS PARK TO BE KNOWN AS
COUNTY OF OCONEE)	"ANDERSON-OCONEE MULTI-
)	COUNTY PARK (FRIENDSHIP COURT
COUNTY OF ANDERSON)	PARK)"

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially in Anderson County, South Carolina, dated as of _____, 2020 is made and entered into by and between Oconee County, South Carolina and Anderson County, South Carolina, both political subdivisions of the State of South Carolina.

RECITALS

WHEREAS, Anderson County, South Carolina ("Anderson County") and Oconee County, South Carolina ("Oconee County") (collectively the "Counties") have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said Counties, and to increase the tax base of the Counties, there should be established, initially in Anderson County, a Joint County Industrial and Business Park (the "Park"), which Park shall be known as the "Anderson-Oconee Multi-County Park (Friendship Court Park)" and which shall be in addition to all previous joint county industrial and business parks previously established between the Counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on the Counties, their successors and assigns.
2. **Authorization.** Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop an industrial and business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(D), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

3. Location of the Park.

(A) The Park consists of property located in Anderson County, as is hereinafter more specifically described in Exhibit "A", as amended from time to time by the parties. The Park shall consist initially only of property located in Anderson County and currently owned by Friendship SC Preservation, L.P. (the "Friendship Court Property"). It is specifically recognized that the Park may from time to time consist of non-contiguous properties.

(B) The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of Anderson County and by ordinance of the County Council of Oconee County. In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit "A," as applicable, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with copies of the ordinances of Anderson County and Oconee County pursuant to which such enlargement or diminution was authorized.

(C) Notwithstanding anything in subparagraphs 3(A) and 3(B) above to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-qualifying Site"), Anderson County may unilaterally remove by ordinance, the Non-qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect. Upon such removal, Anderson County shall provide notice to the Oconee County Administration office, with a copy to the Oconee County Attorney.

4. Fee-in-Lieu of Taxes. Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay, in accordance with and during the term of this Agreement, an amount equivalent to the *ad valorem* property taxes or other in-lieu of payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Paragraph 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Anderson County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. Allocation of Park Expenses. The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

With respect to property geographically located in Anderson County:

A.	Anderson County	100%
B.	Oconee County	0%

With respect to property geographically located in Oconee County:

A.	Anderson County	0%
----	-----------------	----

B. Oconee County 100%

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of ad valorem property taxes or from any other source in the following proportions:

With respect to property geographically located in Anderson County:

A. Anderson County 99%
B. Oconee County 1%

With respect to property geographically located in Oconee County:

A. Anderson County 1%
B. Oconee County 99%

The percentage of Park revenues allocable to Oconee County shall be net of any allowances, credits, deductions, and exemptions authorized by State law or by Anderson County pursuant to Section 8 of this Agreement. Any payment by Anderson County to Oconee County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than ninety (90) days from the end of the Anderson County fiscal year in which Anderson County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Anderson County shall not be obligated to pay to Oconee County more than Oconee County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Park revenues allocable to Oconee County shall be retained by Oconee County, and Park revenues allocable to Anderson County shall be distributed to the political subdivisions and overlapping tax districts within Anderson County in the manner directed by Anderson County ordinance(s) relating thereto.

8. **Fees-in-Lieu of Taxes and Special Source Bonds or Credits Pursuant to Code of Laws of South Carolina.** It is hereby agreed that Anderson County may enter into any one or more negotiated fee-in-lieu of tax agreements with respect to property within the Park pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, and may issue special source bonds, may make special source payments or grant special source credits as provided in Section 4-1-175, South Carolina Code, 1976, as amended, or any related, successor or comparable statutes, payable in whole or in part from revenues derived by Anderson County pursuant to this Agreement or with respect to property located within the Park, and the terms of such agreements, bonds or credits shall be at the sole discretion of Anderson County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the Participating Taxing Entities of each of the Counties, and for the purpose of computing the index of taxpaying ability of any school district of either of the Counties pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to each County shall be identical to the percentage established for the allocation of revenue to such County pursuant to Paragraphs 6 and 7

respectively, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Records.** The Counties, parties to this Agreement, covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

11. **Additional Provisions.**

(A) The applicable tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

(B) Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises allocated pursuant to the Agreement to Oconee County shall be paid by the Anderson County Treasurer to the Oconee County Treasurer within fifteen (15) days following the end of the Anderson County fiscal year of receipt for distribution, and such distribution shall be made in accordance with the Agreement. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Anderson County, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

(C) The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the Agreement.

(D) In order to avoid any conflict of laws for ordinances between the Counties, the Anderson County ordinances will be the reference for such regulations or laws in connection with the Park premises. Nothing herein shall be taken to supersede any state or federal law or regulation. If any part of the Park is located within a municipality, the municipal ordinances of that municipality shall apply, in lieu of any County ordinances.

(E) The Anderson County Sheriff's Department will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises and fire, sewer, water and EMS service will be provided by the service district or other political unit within whose jurisdiction the Park premises are located. If any part of the Park is located within a municipality, the municipal police force will also have jurisdiction to make arrests and exercise police authority and power within the boundaries of the Park premises.

12. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement

13. **Term.** This Agreement shall have a term of twenty-five (25) years from the end of the first full calendar year following execution and delivery hereof by both Counties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS our hands and seals as of the _____ of _____, 2020.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn
Chairman of County Council

(SEAL)
ATTEST:

Rusty Burns
County Administrator

Lacey Croegaert
Clerk to Council

WITNESS our hands and seals as of the _____ day of _____, 2020.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Amanda Brock
County Administrator
Oconee County, South Carolina

(SEAL)

ATTEST:

Katie Smith
Clerk to County Council
Oconee County, South Carolina

EXHIBIT "A"
To the Agreement for Development of
Joint County Industrial and Business Park (Friendship Court Park) between
Oconee County and Anderson County
Dated as of _____, 2020
(Anderson County Parcels)

That certain property located at 719 W. Mauldin Street, Anderson, SC, Tax Map Number 123-18-03-001-000, more particularly described as follows:

All those two certain parcels or tracts of land situate, lying and being in the State of South Carolina, County of Anderson, City of Anderson, having frontage on Mauldin Street, West End Avenue, Lee Street, Second Avenue and Third Avenue and being shown on that plat by Farmer & Simpson Engineers dated August 31, 1971 and entitled "Mauldin Street Apt's., Anderson, S. C.", Project No. 054-35076 NP SUP, which plat is of record in the Office of Clerk of Court for Anderson County in [Plat Book 71 at page 294](#). The said two tracts are intersected by and separated by Third Avenue and according to said plat, each tract may be more particularly described as follows:

1. BEGINNING at iron pin at the edge of the right-of-way at the intersection point of Lee Street and Second Avenue on the Northeastern side of such intersection, which iron pin marks the southwestern corner of this tract, thence N 7-29 W 698.1' along the right-of-way of Second Avenue to iron pin corner; thence N 34-31 E 74.7' along the right-of-way at the intersection of Second Avenue and Mauldin Street to iron pin corner; thence N 71-48 E 150.1' along the right-of-way of Mauldin Street to iron pin corner; thence S 7-20 E 778.9' along the right of way of Third Avenue to iron pin corner; thence S 81-43 W 195.5' along the right-of-way of Lee Street to iron pin of beginning corner. The afore-described tract is bound on the south by Lee Street; on the west by Second Avenue; on the north by Mauldin Street and on the east by Third Avenue.
2. BEGINNING at iron pin at the edge of the right-of-way at the intersection point of Lee Street and Third Avenue on the Northeastern side of such intersection, which iron pin marks the southwestern corner of this tract, thence N 7-37 W 502.9' along the right-of-way of Third Avenue to iron pin corner; thence N 77-59 E 79.2' to iron pin corner; thence S 7-33 E 85.8' to iron pin corner; thence N 51-13 E 86.8' to iron pin corner on the right-of-way for West End Avenue; thence S 38-35 E 120.0' along the right-of-way for West End Avenue to iron pin corner; thence S 51-25 W 158.7' to iron pin corner; thence S 7-33 E 70.0' to iron pin corner; thence N 84-48 E 57.3' to iron pin; thence N 84-48 E 52.0' to iron pin corner; thence S 38-35 E 60.0' to iron pin corner; thence N 51-25 E 103.5' to iron pin corner on the right-of-way of West End Avenue; thence S 38-35 E 120.0' along the right-of-way of West End Avenue to iron pin corner; thence S 51-25 W 103.5' to iron pin corner; thence N 38-35 W 44.5' to iron pin corner; thence S 6-40 E 90.5' to iron pin corner on the right-of-way of Lee Street; thence S 81-43 W 258.7' to iron pin of beginning corner. The said tract is bound on the South by Lee Street and property of Wells, on the West by Third Avenue; on the north by property of Nell Townsend Presbyterian Church; on the east by property of Nell Townsend Presbyterian Church, West End Avenue, property of Payne and property of Wells.

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2020-23**

AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO THE CITY OF SENECA AT THE SENECA RAIL PARK FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND OPERATING PIPELINES, MANHOLES, AND RELATED ITEMS WITH THE OBJECTIVE OF CONVEYING POTABLE WATER AND/OR SANITARY SEWAGE / INDUSTRIAL WASTE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), is the owner of a parcel of property located adjacent to Shiloh Road, designated by TMS number 520-36-10-017, and commonly known as the Seneca Rail Park (“County Property”); and

WHEREAS, the City of Seneca, South Carolina, a municipal corporation (“City”) wishes to acquire from the County, and the County wishes to grant to City, certain easement rights for, generally and without limitation, the construction, maintenance, and operation of pipelines, manholes, and related items for the purpose of conveying potable water, or sanitary sewage / industrial waste across, under and through certain portions of the County Property (the “Easement Rights”); and

WHEREAS, the form, terms, and provisions of the Public Utility Easement Agreement (the “Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as “Exhibit A,” is acceptable to County Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina authorizes the County to transfer or otherwise dispose of interests in real property:

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the terms and conditions of the Agreement.
2. The Administrator of the County (“Administrator”) shall be, and hereby is, authorized to execute and deliver the Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of the County Attorney, such Administrator's approval to be deemed given by her execution of the Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easement Rights in a form and substance acceptable to the Administrator, on advice of the County Attorney.
4. Should any portion of this ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby

deemed separable.

5. All ordinances, orders, resolutions, and enactments of the Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This ordinance shall take effect and be in full force from and after third reading and enactment by the Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2020.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: December 1, 2020
Second Reading: _____
Third Reading: _____
Public Hearing: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2020-22 (E)**

AN EMERGENCY ORDINANCE REQUIRING INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN FACILITIES OWNED OR OPERATED BY OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that can result in serious illness or death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, the Centers for Disease Control and Prevention (the “CDC”) has warned of the high public health threat posed by COVID-19 globally and in the United States;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency in the United States for COVID-19 under Section 391 of the Public Health Service Act;

WHEREAS, on March 13, 2020, the President of the United States declared that the COVID-19 outbreak in the United States constitutes a national emergency, which began on March 1, 2020;

WHEREAS, also on March 13, 2020, the Governor of the State of South Carolina (the “State”) issued Executive Order 2020-08, declaring a State of Emergency based on a determination that COVID-19 poses an actual or imminent public health emergency for the State;

WHEREAS, the Governor of the State has declared a continued State of Emergency by way of subsequent Executive Orders;

WHEREAS, the State continues to experience a significant number of identified new COVID-19 cases daily;

WHEREAS, health authorities, including the CDC, the Surgeon General of the United States, and the South Carolina Department of Health and Environmental Control have recommended the use of face coverings as a means of preventing the spread of COVID-19;

WHEREAS, S.C. Code § 4-9-130 provides that “[t]o meet public emergencies affecting life, health, safety or the property of the people, council may adopt emergency ordinances; but such ordinances shall not levy taxes, grant, renew or extend a franchise or impose or change a service rate. Every emergency ordinance shall be designated as such and shall contain a declaration that an emergency exists and describe the emergency. Every emergency ordinance shall be enacted by the affirmative vote of at least two-thirds of the members of council present. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirements, or public notice requirements. Emergency ordinances shall

expire automatically as of the sixty-first day following the date of enactment.”;

WHEREAS, the Oconee County Council has determined that it would serve the public interest and be within the County’s police powers under Home Rule and S.C. Code § 4-9-25 to require that individuals wear face coverings in certain County-owned or operated facilities (“County Facilities,” defined below); and

WHEREAS, this Ordinance has been approved by at least two-thirds of the Councilmembers present at the meeting in which it was considered.

NOW, THEREFORE, be it ordained by the Oconee County Council as follows:

Section 1. Definitions. As used herein, the terms below shall have the following meanings:

- 1) “County Facility” means any building, structure, or real property owned, leased, rented, operated, or occupied by the County or one of its departments, offices, or agencies, and which is open to the public in general and which is being used for a public purpose. County-owned or operated facilities, the use of which is governed by other authorities, such as courthouses, or which are leased to and used by third parties, are not considered County Facilities for purposes of this Ordinance.
- 2) “Face Covering” means a uniform piece of cloth, fabric, or other material that securely covers a person’s nose and mouth and remains affixed in place without the use of one’s hands. Face Coverings include, but are not limited to, bandanas, medical masks, cloth masks, scarves, and gaiters, provided that they are worn such that they securely cover the person’s nose and mouth.

Section 2. Use of Face Coverings within County.

- 1) All employees, customers, vendors, guests, and other visitors are required to wear Face Coverings while inside the enclosed area of any County Facility; and
- 2) All persons positioned outside, but in close proximity to, County Facilities are required to wear Face Coverings when maintaining a distance of less than six (6) feet between other persons.

Section 3. Exemptions. Face Coverings shall not be required:

- 1) For those who cannot wear a Face Covering due to a medical or behavioral condition;
- 2) For those whose religious beliefs prevent them from wearing a Face Covering;
- 3) For children eleven years of age and under, provided that adults accompanying children age two to eleven shall use reasonable efforts to cause those children to wear Face Coverings while inside the enclosed area of a County Facility;
- 4) For County employees in those situations where they are not required to wear a Face Covering pursuant to written County policy;
- 5) When complying with directions of law enforcement officers or other first responders; and
- 6) For law enforcement officers, fire fighters, EMS, or other first responders while engaged in a public safety matter where it is not practical to wear a Face Covering.

Section 4. Violations: Civil Infraction. Any person violating the provisions of this Ordinance by failing to wear a Face Covering when required shall be guilty of a civil infraction, punishable by a penalty of not less than \$25.00 and not more than \$100.00.

Section 5. Suspension of Contrary Local Provisions. During the term of this Ordinance, any other ordinance, resolution, policy, or bylaw of the County that conflicts with the provisions hereof shall be and is hereby suspended and superseded.

Section 6. Severability. Should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

Section 7. Effective Date; Expiration. The provisions hereof shall be effective upon a single hearing and two-thirds vote of the Oconee County Council, and shall expire on the sixty-first day following the date of enactment.

DONE AND ENACTED AS AN EMERGENCY ORDINANCE and approved at a meeting duly assembled by no less than an affirmative vote of two-thirds of the members of the Oconee County Council present, this ____ day of December, 2020.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III
Chairman of County Council

ATTEST:

By: _____
Katie Smith
Clerk to County Council



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Office]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart				
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020	2019-2022	2017-2020	2019-2022	2017-2020
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio	
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Auby Perry [3]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [<1]		
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Kim Alexander [1]	Doug Hollifield [<1]	Sandra Gray [2]	VACANT	Amanda Callahan	Debbie Sewell [2]	Rex Blanton [1]	Kerrie Roach [1]	
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	Thomas Jones [<1]	VACANT	Mike Phillips	Daniel Dreher [1]	Suzette Cross [1]		
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [2]	Marty McKee [<2]	VACANT	John Eagar [1]	Charles Morgan [<1]		
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Matt Rochester [2] Kenneth Owen [1]; Kevin Knight [1]; John Sandifer [1]			Joshua Lusk [1]; Osceola Gilbert [1] ; VACANT					
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [1]	D. Ryan Keese [1]	Marvin Prater [2]	VACANT	Emily Hitchcock [1]	VACANT		
Destination Oconee Action Committee															
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [1]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March							Scott Lusk [1] Stanley Powell [1]		
Library Board	4-9-35 / 18 1	0 - 9	YES	2X	YES	Jan - March	Clifton Powell [<1, 1/7/2020]; Diane Smathers [1, 1/19]; Katherine Smith [1, 1/19]			B. Brackett [1/17][1]; A. Griffin [1/17][1]; K. Holleman [1/17][2]; A. Suddeth [1/17][2]; C. Morrison [1/17][1]; VACANT					
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson [2]		
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open								
Capital Project Advisory Committee (end 1-17)															
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV								
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, County Administrator; Mr. Sammy Dickson								
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge								
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen								
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]								

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED
 Bold *italics* TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

LEGAL NOTICES

LEGLALS

NOTICE OF PUBLIC HEARING

There will be a public hearing on Ordinance 2020-20 with respect to the approval by Oconee County, South Carolina of a fee-in-lieu-of-tax agreement ("FILOT") and a special apportionment revenue credit ("SARC"). The FILOT and the SARC will be entered into by Oconee County with BASP Corporation. The BASP facility is located at 554 Engelhard Drive, Seneca, South Carolina. Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 419 South Pine Street, Walhalla, South Carolina on Tuesday, December 1, 2020 at 8:00 p.m.

OCCONEE COUNTY, SOUTH CAROLINA
Chairman of County Council

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS

COUNTY OF OCCONEE

NON-JURY MATTER

IN RE: KINSTON MANOR ASSOCIATION, INC.

Plaintiff, C/A #2020-CP-37-00705

KINSTON CORPORATION now known as PRIVILEGED ACCESS, LP, KINSTON MANOR ASSOCIATION, INC. KINSTON MANOR PROPERTY OWNERS ASSOCIATION, INC. VILLAGE OF FOXWOOD HILL ASSOCIATION, INC. AND JOHN DOB AND JANE ARE

Business persons representing any known or unknown heirs or claimants under the Defendants named herein, or any person claiming under them who is a minor or who may be under any disability or any unknown heir or claimant or any interest in the property that is the subject of this action Defendants.

US PENDENS

NOTICE IS HEREBY GIVEN, that an action has been commenced and is now pending in this Court upon Complaint of the above named Plaintiff against the above named Defendants, for purposes of termination of an interest ownership and portions of certain real estate; that the premises were, at the time of the commencement of this action and at all times thereafter, including the date of the filing of this Notice, situate in Oconee County, South Carolina, and more fully described as follows, to wit: All that certain piece, parcel or lot of land situate lying and being in the State of South Carolina, County of Oconee, being known and designated as the "Administration Building Site", containing 0.08 of an acre, more or less, as shown and more fully described on a plat filed by John D. Walker, recorded in Plat Book P-61, page 801, records of Oconee County, South Carolina. This being the identical property conveyed with Kinston Manor Association, Inc. and Village of Foxwood Corporation recorded in Deed Book 918, page 56 records of Oconee County, South Carolina. AND ALSO: All that certain piece, parcel or tract of land situate lying and being in the State of South Carolina, County of Oconee, Center Township, being known as new clubhouse site, containing 2.23 acres, more or less, as shown on a plat traced by John D. Walker, LS #11078, and recorded in Plat Book A211, page 6, records of Oconee County, South Carolina.

TO THE DEFENDANTS ABOVE NAMED

YOU ARE HEREBY SUMMONED AND REQUIRED to apply to the Clerk of this Court for a copy of the Complaint filed in this matter on the 20th day of September, 2020, and to Answer the Complaint and bring a copy of your Answer upon the undersigned at their office at 107 North Fairplay Street for at P. O. Box 7360 in Seneca, South Carolina, thirty days after service thereof upon you, exclusive of the day of such service, and if you fail to answer the Complaint within that time, the Plaintiff will apply to the Court for the relief sought therein.

11/04/2020
DERRICK RITTER, WILLIAMS
Seneca, MORRIS, P. A.
c/Ernest W. Morris
S.C. Bar No. 5050
107 N. Fairplay Street
Seneca, SC 29678
(864) 882-3747

Attorneys for the Plaintiff withdrew the ORDER APPOINTING GUARDIAN AD LITEM appearing to the satisfaction of the Court upon reading the filed Petition for appointment of Lauren H Koch, Esquire, as Guardian ad litem for known and unknown minors, and for all persons who may be under a disability. It is ORDERED that Lauren H Koch, Esquire, Post Office Box 1247, Seneca, SC 29679, 864-882-6600, be and is hereby appointed as Guardian ad litem on behalf of all known and unknown minors, and for all persons who may be under a disability, all of whom who may here or claim to have some interest in the real property located in Oconee County consisting 29 acres, more or less, (TMS#315-00-01-085), 7.1 acres, more or less (TMS#315-00-01-086), 18.48 acres, more or less (TMS#315-00-01-088), 68 acres, more or less (TMS#315-00-01-102), and 229 acres, more or less (TMS#315-00-01-086); that she is empowered and directed to appear on behalf of and represent said Defendants, unless said Defendants, or someone on their behalf, shall within thirty (30) days after service of a copy hereof as directed, procure the appointment of a guardian or guardians ad litem for said Defendants. AND IT IS FURTHER ORDERED, that a copy of this Order shall be forthwith served on the said Defendants by publication in the Daily Journal, a newspaper of general circulation, published in the County of Oconee, State of South Carolina, once a week for three consecutive weeks, together with the SUMMONS AND NOTICE of filing of Complaint in the above-entitled action. IT IS SO ORDERED. BY BEVERLY H. WHITFIELD, Clerk of Court for Oconee County, South Carolina. 11/04/20

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Greenville: 86
Anderson: 86
Fayette: 86

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

J. WESLEY CRUM, III P.A.

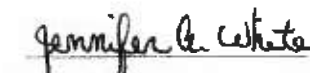
IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on **11/13/2020** and the rate charged therefor is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
11/13/2020



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024





Oconee County Council



Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864-718-1024

E-mail:
ksmith@oconeesc.com

John Elliott
Chair Pro Tem
District I

Wayne McCall
District II

Paul A. Cain
Vice Chair
District III

Julian Davis, III
Chairman
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2020 on the first and third Tuesday of each month with the following exceptions:

- April, July, August, & November meetings, which will be **only** on the third Tuesday of each of the four months.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat from 9:00 a.m. to 12:00 p.m. on Tuesday, February 11, 2020 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 5, 2021 in Council Chambers at which point they will establish their 2021 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Tuesday, March 10, 2020 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2020 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4 p.m. on the following dates: February 4, March 17, July 21, & October 6, 2020.

The Transportation Committee at 4:30 p.m. on the following dates: February 18, May 19, August 18, & October 20, 2020.

The Real Estate, Facilities, & Land Management Committee at 4 p.m. on March 17 and 4:30 p.m. on the following dates: June 16, September 15, & November 17, 2020.

The Budget, Finance, & Administration Committee at 4:30 p.m. on the following dates: March 10 [Budget Workshop], April 21, May 5, May 19, & June 2, 2020.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 3, June 2, September 1, & November 17, 2020.

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■ LEGAL NOTICES

LEGALS

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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

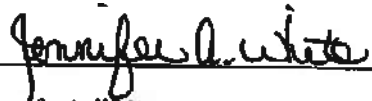
IN RE: NOTICE OF MEETING SCHEDULE AND EXCEPTIONS FOR 2020

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/10/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

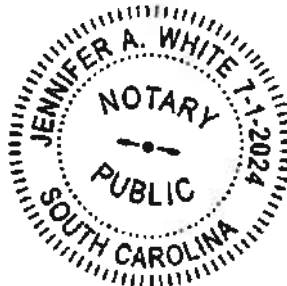


Hal Welch
General Manager

Subscribed and sworn to before me this
01/10/2020



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024





Public Comment
SIGN IN SHEET
6:00 PM

December 1, 2020

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: December 1, 2020 6:00 p.m.**

Ordinance 2020-20 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BASF CORPORATION; THE GRANTING OF A SPECIAL SOURCE CREDIT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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